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|---|---|
| **From:** | Thomas McInerney <McInerneyT@bennettjones.com> |
| **To:** | Thomas McInerney <McInerneyT@bennettjones.com><br>ehbarak1@gmail.com |
| **CC:** | daniela@frydman.com |
| **Date:** | Thu, 2/27/2014 2:51:58 AM |
| **Subject:** | RE: Plan going forward - Consulting Services Agreement |

Jean/Mr. Barak,

Attached is a first cut of the Consulting Services Agreement that will formalize the relationship between Mr. Barak and GERI. While this document is based on the standard consulting services agreement that Fortune/GERI have used in the past, the Schedules (and Schedule B – Compensation, in particular) have not yet been reviewed by GERI and accordingly remain subject to further review and comment by Jean and others.

One point that you will both notice that is a departure from our instructions has to do with the first 1.5% of GERI shares that are to be issued to Mr. Barak. While it is my understanding that these are to be issued immediately for no consideration, this poses a problem from a local corporate law perspective, as it is a requirement that shares be issued for some consideration. Nevertheless, we have propose a mechanism that we think may address all parties needs. Section 1.02(a) of Schedule B allows for a period of time to elapse (as yet undefined) before Mr Barak is issued these shares allowing GERI to issue such shares in consideration for Mr. Barak's performance of the Services (as defined in Schedule A). This allows Mr. Barak to earn such shares irrespective of whether or not GERI is successful in attracting an investor (essentially accomplishing the same goal as initially issuing the shares to Mr. Barak but doing so in a way that complies with local corporate law).

Happy to discuss at your convenience once you've had an opportunity to review.

Regards,

Tom

**Thomas W. McInerney**
**Partner**

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**From:** Thomas McInerney
**Sent:** 25 February 2014 5:50 PM
**To:** 'ehbarak1@gmail.com'
**Cc:** 'daniela@frydman.com'
**Subject:** Plan going forward - Consulting Services Agreement

Mr. Barak,

Good speaking with you. As discussed, we are putting together a simple form of consulting services agreement which will describe your role as consultant/advisor to General Energy Recovery Inc. ("GERI") as well as the compensation structure (which will be in the form of GERI shares) applicable to you.

We should have a draft to you sometime tomorrow, with the goal of finalizing the contract by the end of the day Thursday.

Please feel free to contact me with any comments or questions. I look forward to working with you.

Regards,

Tom

**Thomas W. McInerney**
**Partner**

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CONSULTING AGREEMENT - GERI (Barak).DOCX